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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN

Bridgeport Music, Inc., Southfield Music, Inc. and Westbound Records, Inc.)

Plaintiffs,)

vs.)

Rashaam A. Smith a/k/a Esham A. Smith p/k/a Esham, Scott Santos d/b/a Jaded Music, Reel Life Productions, Inc. and Overture Music, LLC, individually and d/b/a Overcore/Gotham Records, Psychopathic Records, Inc. and Red Music Distribution,)

Defendants.)

03-72211

PAUL D. BORMAN

Civil Action No. _____

Jury Demand
MAGISTRATE JUDGE R. STEVEN WHA

COMPLAINT

Plaintiffs Bridgeport Music, Inc. ("Bridgeport"), Southfield Music, Inc. and Westbound Records, Inc. ("Plaintiffs") by their attorneys, for their Complaint against Defendants named above, allege as follows:

I.

NATURE OF THE ACTION

1. This action for damages, declaratory relief, and permanent injunctive relief is brought by Plaintiffs pursuant to the Copyright Act and Copyright Revision Act, 17 U.S.C. §§101 *et seq.* (the "Copyright Act"), and other common and statutory law as set forth.

2. Plaintiffs are the owners, in whole or in part, of the right, title, and interest in and to the musical compositions ("the Bridgeport/Southfield Compositions") and the sound recordings ("Westbound Sound Recordings") set forth in Exhibit A hereto, including the copyright therein, together with the right to register the statutory copyright therein. Plaintiffs have complied with

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all of the laws pertinent to these compositions and/or sound recordings as copyrighted works, and the subject copyright registrations on the musical compositions and sound recordings identified on Exhibit A have been appropriately deposited and/or registered with the U.S. Copyright office. At all pertinent times hereto, Plaintiffs have complied with all applicable provisions of the copyright laws of the United States of America.

3. The musical compositions and sound recordings that are the subject of this action are of a genre of music known as "rap." In rap music, the artist typically speaks along with one or more pre-recorded musical compositions. To record the rap songs at issue, the rap artists frequently copied portions of prior master sound recordings of Plaintiffs' earlier musical compositions directly onto new sound recordings, and then the artists "rapped" on top, a procedure called "sampling." As set forth in Exhibit A attached hereto, Defendant Rashaam A. Smith a/k/a Esham A. Smith, professionally known as Esham, ("Esham") is the author, writer, composer and/or performer ("Songwriter") of each new musical composition ("Infringing Composition") embodied in new sound recordings ("Infringing Sound Recordings"). The remaining Defendants identified on Exhibit A are the Publishers, Administrators, Labels, Entertainment Companies, Manufacturers and Distributors of the Infringing Compositions and Sound Recordings that, among other things, license, publish, administer, produce, manufacture, distribute, sell and market the Infringing Compositions and Sound Recordings.

4. Defendants have unlawfully utilized Plaintiffs' musical compositions and/or sound recordings identified in Exhibit A in the new Infringing Compositions and Sound Recordings, as described more fully below, without the permission of Plaintiffs, and without paying royalties to Plaintiffs. Accordingly, Plaintiffs seek: (1) declaratory relief that they own the copyrights in the Infringing Compositions and/or Infringing Sound Recordings; (2) recovery of money damages

· resulting from the wrongful acts of Defendants and all attorneys' fees and costs associated with the bringing of this action; and (3) an Order impounding for destruction the infringing materials and enjoining Defendants from the production, marketing and/or sale of the Infringing Compositions and/or Infringing Sound Recordings.

II.

PARTIES

5. Plaintiff Bridgeport is a corporation duly organized and existing under the laws of the State of Michigan and is located at 18500 West 10 Mile Road, Southfield, Michigan 48075. At all relevant times, Bridgeport was (and continues to be) engaged in, among other things, the business of music publishing and otherwise commercially exploiting musical composition copyrights. Bridgeport has entered into a performing rights license with the performing rights organization ("PRO") Broadcast Music, Inc. ("BMI") whereby BMI licenses performances of Bridgeport's musical compositions in the United States. As a result, Bridgeport is considered a BMI affiliate.

6. Plaintiff Southfield is a corporation duly organized and existing under the laws of the State of Michigan and is located at 18500 West 10 Mile Road, Southfield, Michigan 48075. At all times relevant, Southfield was (and continues to be) engaged in, among other things, the business of music publishing and otherwise commercially exploiting musical composition copyrights. Southfield has entered into a performing rights license with PRO, American Society of Composers and Publishers ("ASCAP"), whereby ASCAP license performances of Southfield musical compositions in the United States. As a result, Southfield is considered an ASCAP affiliate.

7. Plaintiff Westbound is a corporation duly organized and existing under the laws of

the State of Michigan and is located at 18500 West 10 Mile Road, Southfield, Michigan 48075. At all times relevant, Westbound was (and continues to be) engaged in, among other things, the business of recording and distributing sound recordings.

8. Upon information and belief, Rashaam A. Smith, a/k/a Esham A. Smith, p/k/a Esham, ("Esham") is an individual songwriter ("Songwriter"), publisher ("Publisher"), recording artist and performer, and may be served with process at 18451 Schoenherr, Detroit, Michigan 48205.

9. Upon information and belief, Scott Philip Santos doing business as Jaded Music, ("Jaded Music") is a Publisher and may be served with process at his principal place of business at 47551 Iroquois Court, Novi, Michigan 48374-3635.

10. Upon information and belief, Reel Life Productions, Inc. ("Reel Life") is a record label ("Label") and/or Entertainment Company ("Entertainment Company") engaged in the business of, among other things, manufacturing, distributing and selling musical sound recordings and phonorecords. Upon further information and belief, Reel Life is a Michigan corporation and may be served with process in care of its agent, James Smith, 18451 Schoenherr, Detroit, Michigan 48205.

11. Upon information and belief, Overture Music, LLC, ("Overture") operating individually and doing business as Overcore/Gothom Records, ("Overcore/Gothom") are record labels and/or Entertainment Companies engaged in the business of, among other things, manufacturing, distributing, selling and/or marketing musical sound recordings and phonorecords. Overture is a Michigan limited liability company, operating individually and doing business as Overcore/Gothom Records, and may be served with process in care of Scott Philip Santos, 47551 Iroquois Court, Novi, Michigan 48374-3635.

12. Upon information and belief, Psychopathic Records (“Psychopathic”) is a record label and/or Entertainment Company, form of business entity unknown, engaged in the business of, among other things, manufacturing, distributing, selling and/or marketing musical sound recordings and phonorecords. Upon information and belief, Psychopathic may be served with process at P. O. Box 332, Royal Oak, Michigan 48068.

13. Upon information and belief, Red Music Distribution (“Red Distribution”) is a record distributor (“Distributor”), form of business entity unknown, engaged in the business of distributing, selling and marketing musical sound recordings and phonorecords. Red Distribution may be served with process at 79 Fifth Avenue, New York, New York 10003.

III.

SUBJECT MATTER JURISDICTION, PERSONAL JURISDICTION, AND VENUE

14. The jurisdiction of this Court is based upon 28 U.S.C. §§1331 and 1338(a) in that the controversy arises under the Copyright Act and Copyright Revision Act of 1976 (17 U.S.C. 101 *et seq.*), which is within the exclusive jurisdiction of federal courts pursuant to 28 U.S.C. §1367.

15. Personal jurisdiction over each of the Defendants is proper in this jurisdiction, among other reasons, on the grounds that Defendants, Defendants’ agents, and/or Defendants’ personal representatives either: (a) maintain a principal place of business in Detroit, Michigan or have a substantial presence in Detroit with offices located in Detroit, Michigan; (b) regularly conduct business in the State of Michigan either by marketing, distributing, selling, and/or licensing their works in Michigan including conducting such business through performing rights organizations located in Michigan and by entering into contracts that are consummated and/or performed in Michigan; and/or (c) maintain registered agents for service of process within the

State of Michigan; and/or (d) acting directly or indirectly, have transacted business in this state or contracted to supply services or things in this state, caused tortuous injury by an act or omission in this state, caused tortuous injury in this state by an act or omission outside this state of a person who regularly does or solicits business, or engages in any other persistent course of conduct, or derives substantial revenue from goods used or consumed or services rendered, in this state, has an interest in, uses, or possesses real property in this state; and/or has contracted to insure a person, property, or risk located within this state at that time of contracting. Service of process on any Defendant without an address in Michigan, or an agent for service of process in Michigan, is pursuant to the Michigan long arm statutes.

16. Venue is proper in this District pursuant to 28 U.S.C. §§1391 and 1400(a).

IV.

THE WRONGFUL CONDUCT OF THE DEFENDANTS

17. From the date of the release and/or re-release of the Infringing Compositions and/or Infringing Sound Recordings on Records identified in Exhibit A, Defendants have infringed the copyrights in the Bridgeport/Southfield Compositions and/or Westbound Sound Recordings including: (a) by substantial copying and publicly performing, or authorizing the copying and public performances, (b) by making, distributing and selling, or authorizing the making, distribution and sale of Records and (c) by participating in and furthering such infringing acts, and/or sharing in the proceeds therefrom, all through substantial use of the Bridgeport/Southfield musical compositions and/or Westbound sound recordings in and as part of the Infringing Compositions and/or Sound Recordings contained in Records which are packaged in a variety of configurations, mixes and versions, and allegedly owned by Defendants.

18. Defendant Songwriter and Artist Esham composed and performs, in whole or in

part, and/or Defendant Publishers Esham and Santos publish and administer, in whole or in part, the Infringing Compositions "B*tch Stop Lyin'", "In the Name of RLP," "Toss-Up," "Bitches On My Mind," "Mad At The World," "You and Me," "Sunshine," "Sunshine (Radio Remix)," "Get On Down," "KKKill the Fetus," "If This Ain't Hell," "Game of Death," "Sell Me Yo Soul" a/k/a "Sell Me Your Soul" a/k/a "Sell Me Yo Sole," "Play Dead," "Knockin' 'Em Dead," "Hold U Up" and "Fallen Angel." Further Defendant Esham (also professionally known as producer "The Unholy") produced, programmed and engineered, in whole or in part, the Infringing Compositions and Infringing Sound Recordings and reproduced, distributed and sold the infringing Records.

19. Defendant Label and Entertainment Company Reel Life reproduces, manufactures, distributes and markets (and/or authorizes others to do so) the Infringing Record entitled "Life After Death" and "Doubelieveingod" performed by rap artist Natas and the Infringing Records entitled "Boomin' Words from Hell," "KKKill the Fetus," "Sunshine (Single)," "Judgement Day-Volume 1-Day," "Judgement Day-Volume 2-Night," "Bruce Wayne: Gotham City 1987," and "Dead Flowerz" performed by rap artist Esham.

20. Defendant Labels and Entertainment Companies Overture and Overcore/Gothom reproduces, manufactures, distributes and markets (and/or authorizes others to do so) the Infringing Records entitled "Boomin' Words From Hell," "KKKill The Fetus," "Judgement Day-Volume 1-Day," "Judgement Day-Volume 2-Night," "Bruce Wayne: Gotham City 1987," and "Dead Flowerz" performed by the rap artist Esham and "Doubelieveingod" performed by rap artist Natas.

21. Defendant Label and Entertainment Company Psychopathic reproduces, manufactures, distributes and markets (and/or authorizes others to do so) the Infringing Record

entitled "Acid Rain Greatest Hits" performed by rap artist Esham.

22. Upon information and belief, Defendant Distributor Red Distribution distributes and markets the Infringing Record entitled "Acid Rain Greatest Hits" manufactured and released by Psychopathic.

V.

LIABILITY OF EACH DEFENDANT AND DAMAGES TO PLAINTIFFS

23. Despite the absence of appropriate agreements from Plaintiffs, Defendant Songwriter, Publishers and Administrators utilized the Bridgeport/Southfield musical compositions in the new Infringing Compositions, and authorized others to use the Infringing Compositions on Records. Despite the absence of appropriate agreements from Plaintiffs, Defendants produced, manufactured, distributed and sold the Records (and/or authorized others to do so) which contain the Infringing Compositions and/or Sound Recordings, claimed ownership of the subject Infringing Compositions and/or Sound Recordings on all Records released and began paying royalties to the artists, songwriters, administrators and the new, alleged owners of the copyrights in the Infringing Compositions and/or Sound Recordings but not to Plaintiffs. Defendants kept sales dollars for themselves as copyright owners of the new Infringing Compositions and/or Sound Recordings. Such Defendants egregiously, and with knowledge of and/or reason to know of the infringing activity induced, caused and/or materially contributed to, and substantially participated in, the infringing activity when they made such releases and took such action. Further, such Defendants had the obligation, right, and ability to supervise such infringing activity but allowed the infringement to occur, and they had an obvious and direct financial interest in exploiting the copyrighted materials as set forth herein.

24. Upon information and belief, Defendants acted with knowledge and/or reason to

know that the subject Records containing Infringing Compositions and/or Sound Recordings infringed upon Plaintiffs' copyrights.

25. To fraudulently conceal the wrongful use of Plaintiffs' musical compositions and/or sound recordings, Defendants placed, or caused to be placed, "label copy" on the Records containing the Infringing Compositions and/or Sound Recordings listing the new Songwriters and new Publishers as the sole owners of the copyrights in the Infringing Compositions and informed the PROs of such incorrect and/or incomplete lists of Songwriters and Publishers. Certain infringements were actively concealed from Plaintiffs by the manipulation of Plaintiffs' compositions within the Infringing Composition and Infringing Sound Recordings by producers and artists directly under the control of Defendants for whom such Defendants are responsible. All of the activity described above constitutes self-concealing fraudulent activity insofar as Plaintiffs, with no appropriate credit identifying the true origin of the Records, would have no way of discovering each infringement absent purchasing every Record sold in the world. The misrepresentations on the copyrights, and on the Records themselves, constitute active fraudulent concealment such as to support a finding of willful conduct and further, requiring that the statute of limitations be tolled.

26. Upon information and belief, the Songwriters and Publishers have received royalties, and other payments for the sale of Records containing the Infringing Compositions, have received royalties for inclusion of the Infringing Compositions in print editions of sheet music, have received synchronization royalties for the use of the Infringing Compositions in audio-visual works and have received performance royalties from the PROs from performances of the Infringing Compositions, without submitting the appropriate amount of such royalties to Bridgeport and/or Southfield.

27. Upon information and belief, the Publishers have improperly paid to their affiliated Songwriters, including defendant Esham, a portion of those royalties received and have not submitted the appropriate share of such royalties to Bridgeport and/or Southfield.

28. Upon information and belief, Labels, Entertainment Companies, Manufacturers, and Distributors have collected fees from the sale of said Records containing the Infringing Compositions and/or Sound Recordings, have retained a portion of those fees without submitting the appropriate amounts to Plaintiffs and have improperly paid some of those fees to artists, producers, and Publishers.

29. Upon information and belief, the PROs paid performance royalties only to the incorrectly listed Songwriters and Publishers of the Infringing Compositions, and not to Plaintiffs.

30. Plaintiffs have not received proper compensation in the form of royalties and/or copyright interest for the improper uses of their musical compositions and sound recordings in the Infringing Compositions, Sound Recordings and/or Records.

31. The foregoing conduct of Defendants constitutes, among other things, (a) improper creation of derivative works, such that the subject Infringing Compositions and/or Sound Recordings and the Records are owned by Plaintiffs, (b) direct, vicarious and contributory copyright infringement, such that Defendants are jointly and severally liable therefore which are continuing violations of the Copyright Act, insofar as, upon information and belief, the Infringing Compositions and/or Sound Recordings and/or Records are still in print, sales continue to occur and have been re-released.

32. Defendants' conduct, including infringement, has been and continues to be willful and knowing and, where applicable, grossly negligent. Defendants acted with utter disregard for

the businesses and financial safety of Plaintiffs and with reckless disregard for the rights of Plaintiffs, acted with a conscious neglect of duty, callous indifference, and such an entire want of care as would raise a presumption of a conscious indifference to consequences. In the alternative, Defendants' conduct, even if not willful and knowing, constitutes infringement of Plaintiffs' copyrights.

33. As a direct and proximate result of Defendants' conduct, Plaintiffs have suffered actual damages including lost profits, lost opportunities, loss of goodwill, lost publicity, attorney's fees and interest, and, in the alternative, are entitled to statutory damages as allowed by law.

34. Plaintiffs identify separately below each Record that infringes upon one of Plaintiffs' musical compositions and/or sound recordings. Upon information and belief, the alleged infringement is continuing insofar as each Record identified in this Complaint still is in print and/or sales continue to occur. Moreover, many of the Infringing Compositions and/or Sound Recordings have been re-released on different Records and in different mixes (e.g. dance mixes, mega mix, album mix, etc.). Although not all such mixes and/or re-releases are identified below, each time one of these Infringing Compositions and or Sound Recordings has been reprinted, re-released and/or re-mixed, Defendants, and each of them, are liable for separate acts of infringement, which were and are willful, and therefore, entitle Plaintiffs to statutory damages of One Hundred Fifty Thousand Dollars (\$150,000.00) per infringement to the extent that profits from each infringement are less than One Hundred Fifty Thousand Dollars. (\$150,000.00). In the event Defendants' profits exceed One Hundred Fifty Thousand Dollars (\$150,000.00) per infringement, Plaintiffs are entitled to those profits.

**COUNT 1
COPYRIGHT INFRINGEMENT**

35. Plaintiffs reallege each and every allegation in paragraphs 1 through 34 hereof as if fully set forth herein.

36. Rap artist Natas performed the Infringing Composition and Sound Recording “B*tch Stop Lyin’” on the “Life After Death” Record. “B*tch Stop Lyin’” contains sampled and/or interpolated portions of the Bridgeport musical composition “Gangsta Gangsta,” which were included without license or agreement from Bridgeport, the inclusion of which greatly enhanced the musical and financial value of “B*tch Stop Lyin’.”

37. Rap artist Natas performed the Infringing Composition and Sound Recording “In The Name of RLP”, on the “Life After Death” Record. “In The Name of RLP” contains sampled and/or interpolated portions of the Bridgeport musical composition “Flashlight,” and the Bridgeport/Southfield musical composition “Atomic Dog” which were included without license or agreement from Bridgeport or Southfield, the inclusion of which greatly enhanced the musical and financial value of “In The Name of RLP.”

38. Rap artist Natas performed the Infringing Composition and Sound Recording “Toss-Up”, on the “Life After Death” Record. “Toss-Up” contains sampled and/or interpolated portions of the Bridgeport musical composition “Nappy Dugout” and Westbound sound recording “Nappy Dugout” which were included without license or agreement from Bridgeport or Westbound, the inclusion of which greatly enhanced the musical and financial value of “Toss Up.”

39. Rap artist Natas performed the Infringing Composition and Sound Recording “B*tches on My Mind”, on the “Life After Death” Record. “B*tches on My Mind” contains sampled and/or interpolated portions of the Bridgeport/Southfield musical composition “Atomic Dog” which were included without license or agreement from Bridgeport or Southfield, the

inclusion of which greatly enhanced the musical and financial value of “B*tches on My Mind.”

40. Rap artist Natas performed the Infringing Composition and Sound Recording “Mad At The World” on the “Doubelieveingod” Record. “Mad At The World” contains sampled and/or interpolated portions of the Bridgeport/Southfield musical composition “Atomic Dog” which were included without license or agreement from Bridgeport or Southfield, the inclusion of which greatly enhanced the musical and financial value of “Mad At The World.”

41. Rap artist Esham performed the Infringing Compositions and Sound Recordings “You and Me” on the “Bruce Wayne: Gotham City 1987” Record and “Knockin’ ‘Em Dead” on the “Boomin’ Words from Hell” Record. “You and Me” contains sampled and/or interpolated portions of the Bridgeport musical composition and Westbound sound recording “You’re Getting A Little Too Smart” which were included without license or agreement from Bridgeport or Westbound, the inclusion of which greatly enhanced the musical and financial value of “You and Me.” “Knockin’ ‘Em Dead” contains sampled and/or interpolated portions of the Bridgeport musical compositions “Give Up The Funk (Tear The Roof Off The Sucker)” and “Mothership Connection (Star Child)” which were included without license or agreement from Bridgeport, the inclusion of which greatly enhanced the musical and financial value of “Knockin’ ‘Em Dead.”

42. Rap artist Esham performed the Infringing Composition and Sound Recording “Sunshine” and on the “KKKill the Fetus” Record and “Sunshine: Single,” and “Sunshine (Radio Remix)” on the “Sunshine: Single” Record. “Sunshine” and “Sunshine (Radio Remix)” contains sampled and/or interpolated portions of the Bridgeport musical composition “Flashlight” which were included without license or agreement from Bridgeport, the inclusion of which greatly enhanced the musical and financial value of “Sunshine,” and “Sunshine (Radio Remix).”

43. Rap artist Esham performed the Infringing Compositions and Sound Recordings

“Get On Down”, “If This Ain’t Hell” and “Game of Death” on the “KKKill the Fetus” Record. “Get On Down” contains sampled and/or interpolated portions of the Bridgeport musical composition “(Not Just) Knee Deep” which were included without license or agreement from Bridgeport, the inclusion of which greatly enhanced the musical and financial value of “Get On Down.” “If This Ain’t Hell” contains sampled and/or interpolated portions of the Bridgeport musical composition and Westbound sound recording “Free Your Mind and Your Ass Will Follow” which were included without license or agreement from Bridgeport or Westbound, the inclusion of which greatly enhanced the musical and financial value of “If This Ain’t Hell.” “Game of Death” contains sampled and/or interpolated portions of the Bridgeport musical composition “Flashlight”, which were included without license or agreement from Bridgeport, the inclusion of which greatly enhanced the musical and financial value of “Game of Death.”

44. Rap artist Esham performed the Infringing Composition and Sound Recording “KKKill the Fetus” on the “KKKill the Fetus” and “Bootleg: From the Lost Vault, Volume 1” Records. “KKKill the Fetus” contains sampled and/or interpolated portions of the Bridgeport/Southfield musical composition and Westbound sound recording “Maggot Brain” which were included without license or agreement from Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “KKKill the Fetus.”

45. Rap artist Esham performed the Infringing Composition and Sound Recording “Sell Me Yo Soul” a/k/a “Sell Me Your Soul” a/k/a “Sell Me Yo Sole” on the “Judgement Day, Volume 2–Night” Record. “Sell Me Yo Soul” a/k/a “Sell Me Your Soul” a/k/a “Sell Me Yo Sole” contains sampled and/or interpolated portions of the Bridgeport musical composition “Flashlight” which were included without license or agreement from Bridgeport, the inclusion of which greatly enhanced the musical and financial value of “Sell Me Yo Soul” a/k/a “Sell Me

Your Soul” a/k/a “Sell Me Yo Sole.”

46. Rap artist Esham performed the Infringing Composition and Sound Recording “Play Dead” on the “Judgement Day, Volume 2–Night” and “Acid Rain Greatest Hits” Records. “Play Dead” contains sampled and/or interpolated portions of the Bridgeport/Southfield musical composition “The Big Bang Theory” which were included without license or agreement from Bridgeport or Southfield, the inclusion of which greatly enhanced the musical and financial value of “Play Dead.”

47. Rap artist Esham performed the Infringing Composition and Sound Recording “Fallen Angel” on the “Bootleg: From the Lost Vault, Volume 1” and “Judgement Day, Volume 1–Day” Records. “Fallen Angel” contains sampled and/or interpolated portions of the Bridgeport musical composition “Cosmic Slop” which were included without license or agreement from Bridgeport, the inclusion of which greatly enhanced the musical and financial value of “Fallen Angel.”

48. Rap artist Esham performed the Infringing Composition and Sound Recording “Hold U Up” on the “Dead Flowerz” Record. “Hold U Up” contains sampled and/or interpolated portions of the Bridgeport/Southfield musical composition “The Big Bang Theory” which were included without license or agreement from Bridgeport or Southfield, the inclusion of which greatly enhanced the musical and financial value of “Hold U Up.”

49. Defendant Songwriter Esham engaged in improper conduct and infringement described herein, including writing and performing each of the Infringing Compositions and reproducing, distributing and producing Infringing Sound Recordings, receiving fees and royalties generated by Plaintiffs’ copyrights without permission from, or compensation to Plaintiffs for use of Plaintiffs’ musical compositions and sound recordings identified herein, and

the infringement has not been remedied.

50. Defendant Publishers Esham and Jaded Music engaged in improper conduct and infringement described herein, including licensing to, and authorizing, others to reproduce and distribute the Infringing Compositions, and improperly receiving and paying fees and royalties generated by Plaintiffs' copyrights resulting from the commercial exploitation of the Infringing Compositions including income derived from Record sales, print editions of sheet music, synchronization fees for audio-visual works, other licensing fees and performance royalties, among other sources. Such commercial exploitation of the Infringing Compositions occurred without compensation to Plaintiffs in the form of royalties and/or copyright interests for the improper use of Plaintiffs' musical compositions identified herein, and the infringement has not been remedied.

51. Defendant Labels and Entertainment Companies Reel Life, Overture Music, Overcore/Gothom, Psychopathic and Red Distribution engaged in the improper conduct and infringement described herein including receiving and paying fees and royalties generated by Plaintiffs' copyrights resulting from the commercial exploitation of the Infringing Compositions and Sound Recordings including income from the sale of Records manufactured, distributed, sold and/or marketed by said Defendants, synchronization fees for audio-visual works and/or other licensing fees for the use of the Infringing Compositions and Sound Recordings. Plaintiffs have received no compensation in the form of royalties and/or copyright interests for the improper use of Plaintiffs' musical compositions and sound recordings identified herein, and the infringement has not been remedied.

52. Defendants' foregoing conduct constitutes direct, contributory and vicarious copyright infringement and Plaintiffs have incurred damages thereby. Therefore, Plaintiffs

request that they be awarded actual and/or statutory damages for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 2
ACTION FOR DECLARATORY JUDGMENT OF PLAINTIFFS' OWNERSHIP OF CLAIMED COPYRIGHTS

53. Plaintiffs repeat and reallege each and every allegation set forth in paragraphs 1 through 52 hereof as if fully set forth herein.

54. Pursuant to 17 U.S.C. §101 *et seq.*, this Court may declare the rights and other legal relations of any interested party seeking such declaration whether or not further relief is or could be sought. Any such declaration shall have the force and effect of a final judgment or decree and shall be reviewable as such.

55. Plaintiffs seek a declaratory judgment that Bridgeport and/or Southfield are the owners of the Infringing Compositions and that Westbound is the owner of the Infringing Sound Recordings on the grounds that such works are a derivative of Plaintiffs' respective copyrights, and that Plaintiffs are the parties with exclusive rights to all such derivative works. In the alternative, Plaintiffs seek a declaratory judgment as to their percentage of ownership in the new works.

56. Plaintiffs further seek declaratory judgment that, as a result of their ownership referenced above, any and all assignments, transfers and/or licenses of the subject infringing copyrights in and to the Infringing Compositions and Infringing Sound Recordings are declared null and void.

COUNT 3
ACTION FOR PERMANENT INJUNCTION

57. Plaintiffs repeat and reallege each and every allegation set forth in paragraphs 1 through 56 hereof as if fully set forth herein.

58. As described more fully above, all of the wrongful conduct of each of the Defendants entitles Plaintiffs to compensatory, statutory and other damages in an amount to be determined.

59. The Infringing Compositions and/or Infringing Sound Recordings were released illegally and without right or justification in violation of Plaintiffs' ownership interest in such Infringing Compositions and Infringing Sound Recordings.

60. Accordingly, Plaintiffs request that a permanent injunction issue, ordering that all Infringing Compositions and/or Sound Recordings and/or Records, in whatever form, be prohibited from being further released, reprinted, performed or sold, without the consent of Plaintiffs, and that all such Infringing Compositions and/or Infringing Sound Recordings and/or Records, in whatever form, already released, be immediately retrieved, impounded and returned to Plaintiffs for destruction unless otherwise consented to by Plaintiffs.

**COUNT 4
ACCOUNTING**

61. Plaintiffs repeat and reallege each and every allegation set forth in paragraphs 1 through 60 as if fully set forth herein.

62. Due to the infringement and wrongful acts of Defendants, Plaintiffs are entitled to an accounting by each Defendant of amounts relating to the copyrights of Plaintiffs whereby Plaintiffs may determine the revenues and profits rightfully belonging to Plaintiffs and wrongfully gained by Defendants.

NATURE OF LIABILITY

63. As co-infringers, Defendants are jointly and severally liable for all amounts owed.

TRIAL BY JURY

64. Plaintiffs hereby request trial by jury on all issues wherein trial by jury is

permissible.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs Bridgeport Music, Inc., Southfield Music, Inc., and Westbound Records, Inc. demand judgment as follows:

(1) That Defendants be found liable for direct, contributory and/or vicarious copyright infringement as proven at trial;

(2) That Defendants be ordered to submit to an accounting so that all gains, sales, profits and advantages derived by Defendants from each of their acts, may be determined;

(3) That Defendants be found liable for willful copyright infringement for each infringement;

(4) That for such copyright infringement Defendants be ordered to pay Plaintiffs:

(a) Such damages as Plaintiffs have sustained in consequence of Defendants' infringement of said copyrights, and to account for and pay to Plaintiffs all gains, profits and advantage derived by Defendants from their infringement of Plaintiffs' copyrights, the total amount to be determined at a trial of this action, or such damages as shall appear proper within the provisions of the Copyright statutes; or in the alternative;

(b) In the event that Plaintiffs' actual damages, including Defendants' profits are less than One Hundred Fifty Thousand Dollars (\$150,000.00) for each infringement and Defendants are found to have willfully infringed, that Plaintiffs, in the discretion of the Court, be awarded statutory damages in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) for each infringement pursuant to the provision of 17 U.S.C. §504(c)(2); or in the alternative;

(c) In the event that Defendants are not found to have willfully infringed and

Plaintiffs' actual damages, including Defendants' profits are less than Thirty Thousand Dollars (\$30,000.00) per infringement, that Plaintiffs, in the discretion of the Court be awarded statutory damages in the amount of Thirty Thousand Dollars (\$30,000.00) for each infringement pursuant to the provision of 17 U.S.C. §504(c)(1); and/or

(5) That pursuant to 17 U.S.C. §502, Defendants, their agents and servants be permanently enjoined from infringing said copyrights of Plaintiffs in any manner, including from distributing copies and making Records of the Infringing Compositions and/or Infringing Sound Recordings and from publishing, selling, marketing or otherwise disposing of any copies of the Records or any other devices upon which the unlicensed Plaintiffs' musical compositions and/or sound recordings are embodied, and from licensing and contributing to or participating in and furthering any infringing acts;

(6) That all amounts received by Defendants from the date of filing of this suit from the exploitation of the musical compositions and sound recordings be placed in an escrow account pending the outcome of this litigation, and that such amounts be awarded to Plaintiffs at a conclusion of this case;

(7) That pursuant to 17 U.S.C. §503, and unless otherwise consented to by Plaintiffs, Defendants be required to deliver up on oath, to be impounded and for destruction all infringing Records, copies, recordings and all plates, molds, matrices and other means of any kind for making infringing copies, recordings and/or sound recordings and other infringing materials in their possession and/or under their control and that the Infringing Compositions and Sound Recordings and Records in whatever form, be prohibited from being further released, reprinted, performed or sold, without the consent of Plaintiffs;

(8) That pursuant to 17 U.S.C. §505, Defendants pay to Plaintiffs the costs of this action, prejudgment interest and reasonable attorney's fees to be allowed to Plaintiffs by this Court;

(9) That the Court enter Declaratory Judgment that Plaintiffs own the copyrights in the Infringing Compositions and Sound Recordings and the masters of the Infringing Sound Recordings, and are entitled to full back royalties based on such percentages or, in the alternative, that the Court declare Plaintiffs' ownership interests in such work and order appropriate payment based on such ownership interest;

(10) That the Court enter Declaratory Judgment that Plaintiffs Bridgeport and/or Southfield are entitled to mechanical royalties as Publishers on the subject Infringing Compositions and/or Sound Recordings and/or Records from the release date and from this day forward from Defendant Labels and Entertainment Companies at the full statutory rate in the amounts of their copyright interests;

(11) That Plaintiffs be awarded attorney's fees, pre- and post-judgment interest and costs;

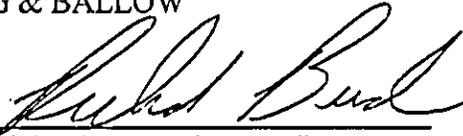
(12) That Plaintiffs be awarded trial by jury on all issues triable by jury;

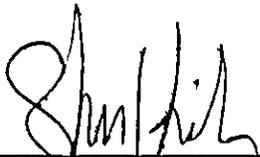
(13) That Plaintiffs be awarded all relief to which they are justly entitled.

DATED: June 6, 2003

Respectfully submitted,

KING & BALLOW

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Attorneys for Plaintiffs Bridgeport Music, Inc.,
Southfield Music, Inc. and Westbound Records,
Inc.

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Infringing Composition and Sound Recording	Infringing Record	Infringed Composition(s)	Owner of Infringed Composition(s)	Infringed Westbound Sound Recording	Defendant Songwriter, Publisher, Administrator	Defendant Label, Entertainment Company, Distributor
B*tch Stop Lyin'	Life After Death	Gangsta Gangsta	Bridgeport	N/A	Rasham A. Smith a/k/a Esham A. Smith, Scott Santos d/b/a Jaded Music	Reel Life Productions, Inc., Overture Music, LLC, individually and d/b/a Overcore/ Gothom Records
In the Name of RLP	Life After Death	(1) Flashlight, (2) Atomic Dog	(1) Bridgeport, (2) Bridgeport, Southfield	N/A	Rasham A. Smith a/k/a Esham A. Smith, Scott Santos d/b/a Jaded Music	Reel Life Productions, Inc., Overture Music, LLC, individually and d/b/a Overcore/ Gothom Records
Toss-Up	Life After Death	Nappy Dugout	Bridgeport	Nappy Dugout	Rasham A. Smith a/k/a Esham A. Smith, Scott Santos d/b/a Jaded Music	Reel Life Productions, Inc., Overture Music, LLC, individually and d/b/a Overcore/ Gothom Records
Bitches on My Mind	Life After Death	Atomic Dog	Bridgeport, Southfield	N/A	Scott Santos d/b/a Jaded Music	Reel Life Productions, Inc., Overture Music, LLC, individually and d/b/a Overcore/ Gothom Records
You and Me	Bruce Wayne: Gotham City 1987	You're Getting A Little Too Smart	Bridgeport	You're Getting A Little Too Smart	Rasham A. Smith a/k/a Esham A. Smith, Scott Santos d/b/a Jaded Music	Reel Life Productions, Inc., Overture Music, LLC, individually and d/b/a Overcore/ Gothom Records

Infringing Composition and Sound Recording	Infringing Record	Infringed Composition(s)	Owner of Infringed Composition(s)	Infringed Westbound Sound Recording	Defendant Songwriter, Publisher, Administrator	Defendant Label, Entertainment Company, Distributor
Sunshine Sunshine (Radio Remix)	(1) KKKill the Fetus, (2) Sunshine (Single)	Flashlight	Bridgeport	N/A	Rashaam A. Smith a/k/a Esham A. Smith, Scott Santos d/b/a Jaded Music	(1) Reel Life Productions, Inc., Overture Music, LLC, individually and d/b/a Overcore/ Gotham Records (2) Reel Life Productions, Inc., Overture Music, LLC, individually and d/b/a Overcore/ Gotham Records
Get On Down	KKKill the Fetus	(Not Just) Knee Deep	Bridgeport	N/A	Rashaam A. Smith a/k/a Esham A. Smith, Scott Santos d/b/a Jaded Music	Reel Life Productions, Inc., Overture Music, LLC, individually and d/b/a Overcore/ Gotham Records
KKKill the Fetus	KKKill the Fetus	Maggot Brain	Bridgeport, Southfield	Maggot Brain	Rashaam A. Smith a/k/a Esham A. Smith, Scott Santos d/b/a Jaded Music	Reel Life Productions, Inc., Overture Music, LLC, individually and d/b/a Overcore/ Gotham Records
If This Ain't Hell	KKKill the Fetus	Free Your Mind & Your Ass Will Follow	Bridgeport	Free Your Mind & Your Ass Will Follow	Rashaam A. Smith a/k/a Esham A. Smith, Scott Santos d/b/a Jaded Music	Reel Life Productions, Inc., Overture Music, LLC, individually and d/b/a Overcore/ Gotham Records
Game of Death	KKKill the Fetus	Flashlight	Bridgeport	N/A	Rashaam A. Smith a/k/a Esham A. Smith, Scott Santos d/b/a Jaded Music	Reel Life Productions, Inc., Overture Music, LLC, individually and d/b/a Overcore/ Gotham Records
Sell Me Yo Soul a/k/a Sell Me Your Soul a/k/a Sell Me Yo Sole	(1) Judgement Day, Vol. 2- Night	Flashlight	Bridgeport	N/A	Rashaam A. Smith a/k/a Esham A. Smith, Scott Santos d/b/a Jaded Music	Reel Life Productions, Inc., Overture Music, LLC, individually and d/b/a Overcore/ Gotham Records

Infringing Composition and Sound Recording	Infringing Record	Infringed Composition(s)	Owner of Infringed Composition(s)	Infringed Westbound Sound Recording	Defendant Songwriter, Publisher, Administrator	Defendant Label, Entertainment Company, Distributor
Play Dead	(1) Judgment Day, Vol. 2 - Night, (2) Acid Rain Greatest Hits	The Big Bang Theory	Bridgeport, Southfield	N/A	Rashaam A. Smith a/k/a Esham A. Smith, Scott Santos d/b/a Jaded Music	(1) Reel Life Productions, Inc., Overture Music, LLC, individually and d/b/a Overcore/ Gotham Records (2) Psychopathic Records, Inc., Red Music Distribution,
Knockin' Em Dead	Boomin' Words from Hell	(1) Give Up The Funk (Tear the Roof Off The Sucker), (2) Mothership Connection Star Child	(1) Bridgeport, (2) Bridgeport	N/A	Rashaam A. Smith a/k/a Esham A. Smith, Scott Santos d/b/a Jaded Music	Reel Life Productions, Inc., Overture Music, LLC, individually and d/b/a Overcore/ Gotham Records
Hold U Up	Dead Flowerz	The Big Bang Theory	Bridgeport, Southfield	N/A	Rashaam A. Smith a/k/a Esham A. Smith, Scott Santos d/b/a Jaded Music	Reel Life Productions, Inc., Overture Music, LLC, individually and d/b/a Overcore/ Gotham Records
Fallen Angel	Judgment Day, Vol. 1 - Day	Cosmic Slop	Bridgeport	N/A	Rashaam A. Smith a/k/a Esham A. Smith, Scott Santos d/b/a Jaded Music	Reel Life Productions, Inc., Overture Music, LLC, individually and d/b/a Overcore/ Gotham Records
Mad At the World	Doubelievingod	Atomic Dog	Bridgeport, Southfield	N/A	Rashaam A. Smith a/k/a Esham A. Smith, Scott Santos d/b/a Jaded Music	Reel Life Productions, Inc., Overture Music, LLC, individually and d/b/a Overcore/ Gotham Records